SERFF Tracking #: LCNC-128788756 State Tracking #:

Company Tracking #: AN-706 2/12 C1

State: Arkansas Filing Company: The Lincoln National Life Insurance Company

TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.002 Flexible Premium

Product Name: MM IRA

Project Name/Number: MM IRA/AN-706-C1 2/12

## Filing at a Glance

Company: The Lincoln National Life Insurance Company

Product Name: MM IRA State: Arkansas

TOI: A02G Group Annuities - Deferred Non-variable

Sub-TOI: A02G.002 Flexible Premium

Filing Type: Form

Date Submitted: 01/03/2013

SERFF Tr Num: LCNC-128788756

SERFF Status: Closed-Approved-Closed

State Tr Num:

State Status: Approved-Closed Co Tr Num: AN-706 2/12 C1

Implementation On Approval

Date Requested:

Author(s): Robert Gorey, Anabela Tavares, Kathleen Barnett

Reviewer(s): Linda Bird (primary)

Disposition Date: 01/09/2013

Disposition Status: Approved-Closed

Implementation Date:

State Filing Description:

State: Arkansas Filing Company: The Lincoln National Life Insurance Company

TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.002 Flexible Premium

Product Name: MM IRA

Project Name/Number: MM IRA/AN-706-C1 2/12

### **General Information**

Project Name: MM IRA Status of Filing in Domicile: Not Filed

Project Number: AN-706-C1 2/12 Date Approved in Domicile:

Requested Filing Mode: Domicile Status Comments: Indiana, our state of domicile does

not require filing of this form.

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Employer, Trust Overall Rate Impact:

Filing Status Changed: 01/09/2013

State Status Changed: 01/09/2013 Deemer Date:

Created By: Robert Gorey Submitted By: Robert Gorey

Corresponding Filing Tracking Number:

Filing Description:

AN-706-2/12 C1 – Group Annuity Certificate

Information Only

Attached please find a copy of our form AN-706-2/12 C1; a Group Annuity Certificate, for your information and consideration. It is submitted in final printed form and is subject only to minor modifications in paper stock, ink, and adaptation to computer printing.

The form is exempt from filing in our domicile State of Indiana.

This certificate will be issued through an out of state annuity contract. All bracketed material indicates variable data. Under this contract certificates may be issued to eligible individuals, ages 18-89. This form will be issued under a contract used to fund Individual Retirement Accounts under a custodial arrangement. The contract form AN-706 (02/12) used with this certificate is an Allocated Group Fixed Annuity contract with assets in a guaranteed stable value account.

# **Company and Contact**

## **Filing Contact Information**

Rob Gorey, Director, Product Compliance Robert.Gorey@lfg.com 350 Church Street 860-466-2908 [Phone] MPM-10 860-466-1348 [FAX]

Hartford, CT 06103-1106

#### **Filing Company Information**

The Lincoln National Life CoCode: 65676 State of Domicile: Indiana Insurance Company Group Code: 20 Company Type: Life 350 Church Street - MPM1 Group Name: State ID Number:

Hartford, CT 06103-1106 FEIN Number: 35-0472300

(860) 466-2899 ext. [Phone]

# **Filing Fees**

State: Arkansas Filing Company: The Lincoln National Life Insurance Company

TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.002 Flexible Premium

Product Name: MM IRA

Project Name/Number: MM IRA/AN-706-C1 2/12

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation:

Per Company: No

Company	Amount	<b>Date Processed</b>	Transaction #
The Lincoln National Life Insurance Company	\$50.00	01/03/2013	66207555

State: Arkansas Filing Company: The Lincoln National Life Insurance Company

TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.002 Flexible Premium

Product Name: MM IRA

**Project Name/Number:** MM IRA/AN-706-C1 2/12

# **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/09/2013	01/09/2013

State: Arkansas Filing Company: The Lincoln National Life Insurance Company

TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.002 Flexible Premium

Product Name: MM IRA

**Project Name/Number:** MM IRA/AN-706-C1 2/12

## **Disposition**

Disposition Date: 01/09/2013

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access	
Supporting Document	Flesch Certification		Yes	
Supporting Document	Application		No	
Supporting Document	Life & Annuity - Acturial Memo		No	
Supporting Document	Statement of Variability		Yes	
Form	Group Annuity Certificate		Yes	

State: Arkansas Filing Company: The Lincoln National Life Insurance Company

TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.002 Flexible Premium

Product Name: MM IRA

Project Name/Number: MM IRA/AN-706-C1 2/12

## Form Schedule

Lead F	Form Number: AN	-706 2/12 C1						
Item	Schedule Item	Form	Form	Form	Form	Action Specific	Readability	
No.	Status	Name	Number	Туре	Action	Data	Score	Attachments
1		Group Annuity	AN-706 2/12	CER	Initial		47.000	MM IRA Cert
		Certificate	C1					FINAL 12-12.pdf

Form Type Legend:

. •	po Logona.		
ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
отн	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



## The Lincoln National Life Insurance Company

(the "Company", "We")

Service Office: [1300 South Clinton Street] [Fort Wayne, IN 46802] [www.LFG.com]

A Stock Company

### **GROUP ANNUITY CERTIFICATE**

("Certificate")

#### **NONPARTICIPATING**

**GROUP ANNUITY CONTRACT OWNER:** [Lincoln Financial Group Trust Company, LLC]

**GROUP ANNUITY CONTRACT NUMBER:** [00000]

**CERTIFICATE EFFECTIVE DATE:** [December 25, 2012]

ANNUITANT: The Certificate Owner

CERTIFICATE OWNER (you or your): The person to whom this Certificate is issued under the terms of

the Group Annuity Contract (the "Contract"), and is referred to as

the **Annuitant** in the Contract.

MAXIMUM FREE WITHDRAWAL PERCENTAGE: [20%]

MATURITY DATE: [December 25, 2022]

**INTEREST RATE** 

**GUARANTEED MINIMUM INTEREST RATE**: [1.00]% [for all years]

Redetermined annually for your Account Value in [December] for the following calendar year based on the lesser of 3.00% and the average of the five (5)-year Constant Maturity Treasury Rates, as reported by the Federal Reserve, for the month of [November], reduced by 1.25%, rounded to the nearest .05%, but no less than 1.00%.

We will provide you with advance notice for the interest rate determined for each subsequent calendar year.

**CERTIFICATION:** The Company will provide the Certificate Owner with the benefits described in this Certificate. This Certificate only summarizes, but in no way alters or voids the terms of the Contract between the Contract Owner and the Company. If the provisions of this Certificate and the Contract do not agree, the provisions of the Contract will apply. This Certificate replaces any certificates previously issued to the Certificate Owner regarding the Contract.

The Certificate Owner may contact the Company's Service Office at [800-234-3500] relating to the Contract and this Certificate including the Certificate Owner's Account under the Contract.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

#### **MARKET VALUE ADJUSTMENT ("MVA")**

An MVA, if any, is an amount by which a withdrawal from the Annuitant Account Value is adjusted.

An MVA will apply to any withdrawal other than a withdrawal made pursuant to paragraph a or b below.

An MVA, if any, applies in the first ten (10) years this Certificate is in effect. After ten (10) years, no MVA applies.

- a. During the first ten (10) years this Certificate is in effect, only partial withdrawals made under the following conditions will not be adjusted for an MVA:
  - Required minimum distributions pursuant to Code section 401(a)(9);
  - Any withdrawal, including when combined with all withdrawals in the last twelve (12) calendar
    months, that does not exceed the Maximum Free Withdrawal Percentage as shown on the
    face page of this Certificate; and
  - Any distribution resulting from a systematic rebalancing feature.
- b. Any withdrawal that does not meet the requirements of paragraph a above will be considered a full withdrawal and will require termination of coverage and surrender of this Certificate. During the first ten (10) years this Certificate is in effect all other withdrawals from the Annuitant Account Value may be made for the following reasons and will not be adjusted for an MVA, either positive or negative:
  - Annuitant's death;
  - Annuitant's disability as defined in Code section 72(m)(7) for which the Annuitant is receiving payments;
  - Rollover of Annuitant Account Value to an approved Company product; and
  - Upon election of an annuity benefit on behalf of the Annuitant.

After the first ten (10) years this Certificate is in effect, there are no restrictions on the amount or type (partial or full) of withdrawals and no MVA will apply.

We reserve the right to require proof of the event giving rise to any withdrawal under this Certificate. If the Certificate Owner or Contract Owner does not furnish the proof requested by the Company, a Market Value Adjustment will apply.

The MVA is calculated by multiplying the applicable MVA Factor by the amount of the withdrawal remaining after we apply the Maximum Free Withdrawal Percentage.

The MVA Factor for a withdrawal is:

$$1 - [(1 + I)/(1 + J)]^{N/12}$$
 where:

- I = The MVA Reference Rate on the last day of the month prior to the Certificate Effective Date of the Annuitant's certificate.
- J = The MVA Reference Rate on the last day of the month prior to the date of withdrawal.
- N = The number of full months from the date of withdrawal until the [tenth (10<sup>th</sup>) anniversary] of the Certificate Effective Date.

(continues)

### (continued)

The MVA can be positive or negative. If the adjusted amount determined above is less than the principal in the Annuitant Account Value accumulated at an effective annual Guaranteed Minimum Interest Rate to the date of the withdrawal request, then the amount payable will be changed to equal the principal accumulated at an effective annual Guaranteed Minimum Interest Rate. The MVA cannot increase the amount payable by more than the excess, if any, of the Annuitant Account Value over the principal accumulated at an effective annual Guaranteed Minimum Interest Rate to the date of the withdrawal request. For purposes of this paragraph, "principal" is defined as deposits minus withdrawals, if any, but not less than zero.

#### **MVA REFERENCE RATE**

The MVA Reference Rate is the [Barclays Capital U.S. Aggregate Bond Index, U.S. Corporate Investment Grade with Baa component]. If the [Barclays Capital U.S. Aggregate Bond Index, U.S. Corporate Investment Grade with Baa component] ceases to be published, we will select a comparable index.

**CERTIFICATE OWNER'S ACCOUNT:** The Company will establish an account for the Certificate Owner. Total annual deposits may not exceed the amount permitted by law.

The Company will send the Certificate Owner, an annual statement showing all financial activity in the Certificate Owner's Account. The Certificate Owner's Account balance will be:

- Total deposits made to the Certificate Owner's Account under the Contract, plus any interest earned; minus
- b. Any Certificate Owner withdrawals, adjusted for a Market Value Adjustment(s), if any.

**RETIREMENT:** Federal law requires that an Annuitant begin receiving distributions by April 1<sup>st</sup> in the calendar year after he attains age seventy and one half (70 1/2). In some situations, the start of these distributions may be deferred to a later date. Upon request, the Company will quote for the Certificate Owner, the amounts of annuity available under the various annuity payment options in the Contract.

**DEATH BENEFIT:** At the death of the Certificate Owner, the Company will pay the Annuitant's Account Value to the Beneficiary. The Beneficiary may elect to: receive the account balance in a lump sum cash payment; or use the account balance to purchase an annuity; or use the account balance for a combination of cash payment or annuity purchase. If there is no living named Beneficiary on file with the Company at the Certificate Owners death, the Company will pay the account balance to the Certificate Owner's estate.

**BENEFICIARY DESIGNATION:** The Certificate Owner may name his or her Beneficiary. The Certificate Owner may change his or her Beneficiary at any time by written notice to the Company. Written notice must be in a form satisfactory to the Company, and must be signed and dated by the Certificate Owner. Such change of Beneficiary takes effect upon the Company's receipt of such notice by the Certificate Owner whether or not the Certificate Owner is living on the date notice is received by the Company. The Company will not be liable to the Beneficiary for any payments made before receipt of such notice.

**WITHDRAWALS:** The Certificate Owner may make withdrawals by filling out a Withdrawal Request Form available from the Company. Withdrawals may be subject to a Market Value Adjustment as described in the Market Value Adjustment section.

If a lump sum settlement is elected, the Company reserves the right to defer payment for a withdrawal, surrender or transfer from the Contract for the period permitted by law but not more than six (6) months after Notice is received by the Company. The then guaranteed minimum interest rate will be credited during the one hundred-eighty (180) days.

ROLLOVER CONTRIBUTIONS AND TRANSFERS BETWEEN PLANS: You may transfer amounts into your Individual Retirement Account ("IRA") by either a "rollover" or a "trustee-to-trustee transfer" from another IRA or from a qualified retirement plan. You may transfer any amount from another IRA or qualified retirement plan to your IRA. The amount transferred is not counted against your annual contribution limit. If you receive a distribution from a qualified retirement plan, or from another traditional IRA, you are permitted to "rollover" the distribution into another IRA.

If the amount you receive from the other plan is rolled over within sixty (60) days of when you receive it, you do not have to pay taxes on the original distribution. You are limited to one tax-free rollover per year. In addition to rollovers, you may transfer your qualified retirement plan assets directly from one insurer, trustee or custodian to another insurer, trustee or custodian (a "trustee-to-trustee transfer"). There is no limit on the number of trustee-to-trustee transfers you may make in one year.

The primary difference between a rollover and a trustee-to-trustee transfer is that you will receive the check in a rollover, and the check is sent directly to the new insurer, trustee or custodian in a trustee-to-trustee transfer.

If you are eligible to receive a distribution from an employer sponsored retirement plan, you may want to have it transferred to a separate IRA. If you are then employed by a new employer who will accept transfer into its qualified retirement plan, you will be eligible to transfer the amounts in this separate IRA to that new plan.

**NONASSIGNABILITY:** No sum payable under this Certificate may be sold, discounted, or pledged as collateral for a loan or as a security for the performance of any obligation to anyone other than the Company. To the fullest extent permitted by law, no such sum will be subject to any legal process for payment.

**EFFECT OF MISSTATEMENTS:** The Company has the right to require information and proof as to any matter relating to its obligations under this Certificate. If age, or any other fact affecting the amount or date of any payment under the Contract is misstated, the payment will be adjusted to what would have been paid based on the correct information.

**CHANGES IN THE CONTRACT:** The Contract between the Company and the Contract Owner may be changed or amended in accordance with its terms. Such changes do not require the consent of any Certificate Owner under the Contract. Any change in minimum interest guarantees, any withdrawal charges, or minimum contribution requirements will not adversely affect deposits received or annuities purchased before the effective date of the change unless such change is required by law.

Nothing in the Contract impairs any right granted to the Certificate Owner by this Certificate or the applicable state insurance code.

A failure by the Company to insist upon the strict performance of any provision of the Contract or this Certificate will not be construed as a waiver of any of the Company's rights for future action.

The Lincoln National Life Insurance Company

ennis R. Glass

AN-706 2/12 C1

State: Arkansas Filing Company: The Lincoln National Life Insurance Company

TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.002 Flexible Premium

Product Name: MM IRA

**Project Name/Number:** MM IRA/AN-706-C1 2/12

# **Supporting Document Schedules**

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:	Readability cert attached.		
Attachment(s):			
AR_Readability.pdf			
		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:	Statement of Variability attached		
Attachment(s):			
SOV-AN 706-C1 FINAL			

## **Arkansas**

### **READABILITY CERTIFICATION**

## The Lincoln National Life Insurance Company

RE: AN-706 2/12 C1

We hereby certify that the attached Form(s) is (are) in compliance with the Rules and Regulation requirements regarding Life, Annuities, and Accident and Sickness Insurance Language Simplification Standards and has (have) achieved a Flesch Reading Ease score of:

<u>Form Number:</u> <u>Flesch:</u>

AN-706 2/12 C1 47

Pamela M. Telfer, Vice President Product Compliance & State Filing

Tauda of Telle

Date: 12-14-2012

#### Statement of Variable Material

December 12, 2012

Form Number: AN-706 2/12 C1 Group Annuity Certificate

This statement shows the particular sections and provisions in the above noted forms that contain bracketed items to indicate variability. The bracketed variable items are highlighted and followed by a text box with the corresponding range of variability and an explanation for each. No change in variability will be made which in any way expands the scope of the item being changed.

Variable items listed herein may be changed by the Company. The use of variability shall be administered in a uniform and non-discriminatory manner.

Factors that may result in a change within the ranges of variability include, but are not limited to:

- Reserving Guidelines
- Required Capital Requirements
- Internal Profitability Targets
- Increase in the cost of benefit (due to stock market, interest rates, volatility)
- Change in expectation of future policyholder behavior (lapsation patterns, mortality patterns)
- Commission and other expense charges

#### PAGE -1-

Service Office: 1300 South Clinton Street Fort Wayne, IN 46802 www.lfg.com

**Explanation**: To provide for future street and website address changes.

GROUP ANNUITY CONTRACT OWNER: [Lincoln Financial Group Trust Company, LLC]

**GROUP ANNUITY CONTRACT NUMBER:** [00000]

CERTIFICATE EFFECTIVE DATE: [December 25, 2012]

MAXIMUM FREE WITHDRAWAL PERCENTAGE: [20%]

MATURITY DATE: [December 25, 2022]

**Variable range** = John Doe specimen information

**Explanation:** Variability due to Contract Owner specific information. Maximum Free withdrawal

Percentage will not exceed 20%

#### **GUARANTEED MINIMUM INTEREST RATE**: [1.00]% [for all years]

**Explanation:** This Rate is bracketed to provide us with the ability to increase the minimum and alter the duration without requiring a filing. The interest rate range is 1-3%. Years may be limited. The appearance of the percentage and duration may be altered if redetermination is selected.

Redetermined annually for your Account Value in [December] for the following calendar year based on the lesser of 3.00% and the average of the five (5)-year Constant Maturity Treasury Rates, as reported by the Federal Reserve, for the month of [November], reduced by 1.25%, rounded to the nearest .05%, but no less than 1.00%.

We will provide you with advance notice for the interest rate determined for each subsequent calendar year.

**Explanation**: The section above is bracketed to provide clients an option and to specify the timing of the redetermination. This is client specific and is negotiated with the client at point of sale.

The Certificate Owner may contact the Company's Service Office at [800-234-3500] relating to the Contract and this Certificate including the Certificate Owner's Account under the Contract.

**Explanation**: To provide for future telephone number changes.

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#### **MARKET VALUE ADJUSTMENT ("MVA")**

#### **MVA REFERENCE RATE**

The MVA Reference Rate is the [Barclays Capital U.S. Aggregate Bond Index, U.S. Corporate Investment Grade with Baa component]. If the [Barclays Capital U.S. Aggregate Bond Index, U.S. Corporate Investment Grade with Baa component] ceases to be published, we will select a comparable index.

**Explanation**: The index above is bracketed to provide us with the flexibility to specify the Index and to accommodate any future changes to the name/Index that may occur.

Page -5-

**President** 

Variable range: Signatures of Company Officers, Names and titles of Company Officers

**Explanation:** In the event the officers or the title of an officer signing the contract form changes, any new title utilized will be the title of an officer of the company.